

# DEPARTMENT OF THE NAVY CHIEF OF NAVAL PERSONNEL 701 SOUTH COURTHOUSE ROAD ARLINGTON, VA 22204-2472

5370 N00L March 09, 2016

Colonel Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

Bureau of Political-Military Affairs Department of State Washington, DC 20520

Colonel (b) (6) and (b) (6)

CAPT (6) request is forwarded for consideration by the Secretary of State. Please notify me of your decision so that I may advise him. If you have any questions, please contact my office at (703) 604-1010.

Sincerely.

CAPT, JAGC, USN
Legal Counsel

Enclosure: 1. Foreign Employment Request Package,
CAPT (6) USN

#### MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CAPT (6) (6)

Ref: (a) 37 U.S.C. 908

(b) SECNAV ltr of 15 May 1981

(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) CAPT (1) (2) Request for Foreign Employment and Questionnaire with attachments

- 1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
- 2. The requested employment for CAPT is to serve as an Experimental Test Pilot with Global Aerospace Logistics LLC (GAL), an Abu Dhabi based subsidiary of the Emirates Defense Industries Company in the United Arab Emirates (UAE). As a UAE government-owned corporate entity, GAL is a vehicle for private citizens to contract with the UAE to perform training and advisory roles. In his test pilot role, CAPT will will conduct systems integration and testing on various rotary wing platforms. He will not serve in any type of operational role. His total compensation will be to the including an annual salary of the services.
- 3. The proposed employment does not involve the transfer of technology. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.
- 4. Using the criteria established by SECNAV in reference (b), it is considered that the consulting agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO (5) (6) USN

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,
(b)(6)

LCDR, JAGC, USN

Chief of Naval Personnel Decision:
Approved:

Disapproved:

From: CAPT (b) (6) /1317

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

- 1. Respectfully request permission to accept employment with Global Aerospace Logistics LLC (GAL) as an Experimental Test Pilot.

3. I have served 24 Years in the U.S. Navy and currently hold a TS/SCI clearance. I can be reached on my mobile at [6] [6] or at



### Foreign Government Employment Questionnaire

Name: (b) (6)
Physical address: (b) (6)
Phone: (b) (6)
Email: (a) (b) (c) (c) (e) (e) (e) (e) (e) (e) (e) (e) (e) (e
Military Retirement Date : 01 Nov 2016
Rank/Rate: CAPT
SSN: XXX-XX
Location of proposed employment: United Arab Emirates
1. Who is your proposed employer and how are they connected to a foreign government?
Global Aerospace Logistics. They provide contract services to the gov't of the UAE
2. What is your proposed job title? Experimental Test Pilot
3. What will your job duties involve? If a job description is available, please attach.
Systems integration and testing on rotary wing platforms
4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working. Yes. Total monetary compensation would be approximately to the per year. This includes to the performance of the contract.
5. Are you a U.S. citizen? Yes
6. Will you be required or are you planning to execute an oath of allegiance to * • • foreign government with which you are working, alter your U.S. citizenship status, or obtain fore * citizenship?
No
7. What is the highest U.S. security clearance that you have held? TS/S
8. What is the highest level of classified material to which you have been granted access? TS/SCI
9. Have you had access to Special Access Programs? No

10. Will you be working with classified information as part of your foreign employment? If yes, please

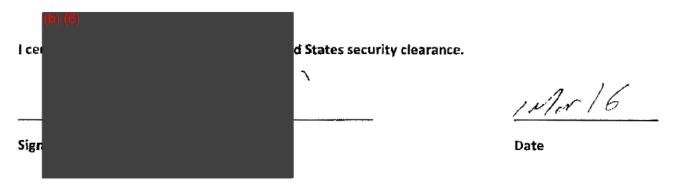
explain. No

- 11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. Yes. I was the Commanding officer of a squadron which had a detachment of helicopters based in the UAE ISO SOCCENT.
- 12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. Yes. I served as a test pilot for the U.S. Navy from 2003-2005 and as an instructor at USNTPS from 2007-2010.
- 13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? No.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.



Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.



•	nce has expired, but prior to its expiration, my U.S. evoked, nor was my eligibility for a U.S. security clearance
Signature	Date
If you are unable to certify one of the two sta	tements above, please explain here:

#### CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

#### AN AGREEMENT BETWEEN

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access; (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- 8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud , abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any	/, have been answered. I acknowledge that the briefing officer has ad in this agreement and its implementing regulation (32 CFR Part
	if I so choose.
	T PERSONNEL SIGNING THIS AGREEMENT.
SIGNAT	DATE  SOCIAL SECURITY NUMBER (See Notice below)  NAME, ADDRESS, AND, IF A
CNAL M. taho Rd Str. 300 1562 M. taho Rd Str. 300 Norfolk, VA 23504	
WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT GOVERNMENT.
DATE DIMOVIO DINOVIO DIMOVI	DATE of Mar 16
SECURITY DEBRIEFING	ACKNOWLEDGEMENT
information have been made available to me; that I have returned all classified information (D) (D)	nal laws and executive orders applicable to the safeguarding of classifier assified information in my custody; that I will not communicate or transmitial promptly report to the Federal Bureau of Investigation any attempt by au not) (strike out inappropriate word or words) received a security debriefing.  DATE  OI Mov IS  SIGNATURE OF WITNESS
NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies in disclosure is mandatory or voluntary, by what authority such information is advised that authority for soliciting your Social Security Number (SSN) is	(b) (6)  I from them, whether the rmation. You are hereby be used to identify you
	mation indicated above or to determine that your access to the information well as other data, is voluntary, but failure to do so may delay or prevent you

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#### DEPARTMENT OF THE NAVY CHIEF OF NAVAL PERSONNEL 701 SOUTH COURTHOUSE ROAD ARLINGTON, VA 22204-2472

5370 NOOL April 28, 2016

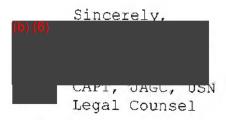
Colonel (6) (6)
Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

Bureau of Political-Military Affairs Department of State Washington, DC 20520

Colonel (b)(6) and (D)(6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed employment of AWR1 (1976) [1976] [1976

AWR1 (6)(6) request is forwarded for consideration by the Secretary of State. Please notify me of your decision so that I may advise him. If you have any questions, please contact my office at (703) 604-(616)



Enclosure: 1. Employment Request Package,
AWR1 (6) (6) USN

#### MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO AWR1 (6) USN

Ref: (a) 37 U.S.C. 908

(b) SECNAV ltr of 15 May 1981

(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) AWR1 (1) (8) USN Request for Foreign Employment and Questionnaire with attachments

- 1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
- 2. The requested employment for AWR1 is with Global Aerospace Logistics (GAL) as a Crewman Instructor providing classroom and inflight training to the Naval Aviation Group. This role is similar to his active duty job as a Helicopter Aircrew Instructor. AWR1 will retire from the Navy on 31 Oct 2016 prior to assuming the employment. GAL is a subsidiary of the Emirates Defense Industries Company (EDIC) based in Abu Dhabi in the United Arab Emirates (UAE) and serves as a vehicle for the employment of foreign nationals supporting the UAE's Defense industry. While AWR1 will train military personnel, he will be employed by GAL in a civilian capacity.
- 3. The proposed employment will not involve the transfer of technology. Nor is any discussion or transaction regarding US defense or other sensitive material involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.
- 4. Using the criteria established by SECNAV in reference (b), it is considered that the employment agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO AWR1 WITH A FOREIGN USN, USN, USN

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,



Chief	of	Naval	Personnel	Decision:
Appro	ved:	_ h	HMru_	
Disapr	orov	ved:		

From: AWR1 (D) (E) , USN
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

- (2) Global Aerospace Logistics, LLC Job Description
- (3) Command Approved Terminal Leave Authorization
- (4) Standard Form 312 Non-Disclosure Agreement
- 1. Admiral, this letter requests permission to accept employment with Global Aerospace Logistics, LLC, as a Crewman Instructor.
- 2. Global Aerospace Logistics, LLC (GAL) is an Abu Dhabi based subsidiary of the Emirates Defense Industries Company (EDIC). GAL provides professional aerospace services to their clients. The duties I will be performing include classroom and inflight instruction, training programs, standards, qualifications, refresher training, and safety and emergency procedures. I will be compensated by salary and my pay is not affected by the foreign government but rather by the level of experience and the type of position that I am being hired for which in this case is a Crewman Instructor. A complete outline of my job responsibilities are in enclosure two.
- 3. My retirement date is October 31st of this year with a Command approved terminal leave date of August 3<sup>rd</sup> in enclosure three. As directed, I have also completed the Standard Form 312 Non-Disclosure Agreement in enclosure four.
- 3. I have achieved 20 years of faithful and loyal Naval service and the highest security clearance I attained was Secret.



#### Foreign Government Employment Questionnaire

Name: (last, first, middle initial)
(b) (5)
Physical address (include mailing if different):
(b) (6)
(b) (5)
Phone:
(b) (5)
Email:
(b) (6) Pnavy.mil or (b) (6) @outlook.com
Military Retirement Date (if applicable):
Retirement Date: October 31, 2016
Terminal Leave Date: July 14, 2016 (10 for Job Hunting, 10 for house hunting, 90 days leave)
Rank/Rate (at retirement):
PO1/AWR1
SSN (last four digits): XXX-XX-XXXX
Location of proposed employment:
Abu Dhabi, United Arab Emirates.
1. Who is your proposed amplement and how are they connected to a foreign government?

Who is your proposed employer and how are they connected to a foreign government?

Global Aerospace Logistics LLC (GAL) is the employer and they are an Abu Dhabi based private company that is a subsidiary of the Emirates Defense Industries Company (EDIC). EDIC is a UAE Government Owned entity.

2. What is your proposed job title?

Crewman Instructor

3. What will your job duties involve? If a job description is available, please attach.

(Job description attached in FGE Letter)

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

I will be paid for the duties performed however I do not wish to disclose the amount of pay due to the non-disclosure agreement I signed with GAL.

In regard to how my level of pay will be affected by the foreign government, I will be working for a private company, soon to be semi-government. I understand that I will be supporting the military directly, however my pay is not affected the foreign government but rather by the level of experience and the type of position that I am being hired for which in this case, is a Helicopter Crewman Instructor.

5. Are you a U.S. citizen?

Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

Νo

7. What is the highest U.S. security clearance that you have held?

Secret

8. What is the highest level of classified material to which you have been granted access?

Secret

9. Have you had access to Special Access Programs?

No

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Νo

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Νo

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes. I will be retiring as a Helicopter Aircrew Instructor from Helicopter Maritime Strike Squadron 41, a Fleet Replacement Squadron in San Diego, CA. The job I am holding now for the US Navy will be quite similar to what I will be asked to do with GAL as outlined in the FGE letter; providing classroom and inflight instruction, training programs, standards, qualifications, refresher training, and safety and emergency procedures.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

Through an agreement with the U.S. Department of State (DoS) under Directorate of Defense Trade Controls (DTCC), I have been informed by GAL that I will have a secondment arrangement with Knowledge International, LLC (KI), a U.S. company registered as a broker and exporter with the DDTC, for the provision of defense services to GAL and the UAE Armed Forces as authorized under TA1867-12(as amended). For any questions regarding this authorization, please contact Erin Sargent, Knowledge International, LLC (B) (G) @knowledgeintllc.us) (b) (G)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

	(b) (5)					
				ชา	APRIL	2016
Signatur	re	_	1	Date		
	ign one of the two statemer unable to certify the truth o tion.					ity. If
l certify	that I currently hold an active (a)	e United States securit	y clearance.			
	-			07	APPLIL	2016
Signatu	re		•	Date		
security	that my United States secur clearance was never susper thdrawn.	-	-	•		
Signatu	re			Date		

If you are unable to certify one of the two statements above, please explain here:



## **GLOBAL AEROSPACE LOGISTICS, LLC**

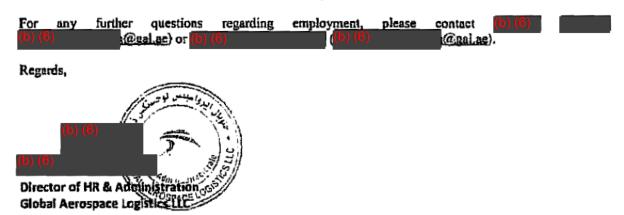
Date: 22 March 16

#### To whom it may concern

This letter is to confirm that Global Aerospace Logistics, LLC located at SW-5, Plot P2, Street No. 16, Khalifa City A, Trading Center, Abu Dhabi, UAE has offered (b) (c) date of birth (b) (d), a position as Crewman Instructor.

The major duties and responsibilities will include:

- Primary duties as a Crewman Instructor for the Rear Crew Battalion provide classroom and flight instruction within the Naval Aviation Group.
- Develop, implement and exam ground and flight training programs that support the unit Aircrew Training Program for crewman.
- Secondary duties include providing advice and guidance to the Battalion Commander and the Battalion Standards on all matters relative to flight activities and operations.
- Ensures that all aircraft procedures, flight operations practices, standards, and records comply with all Naval Aviation Group, JAC, GCAA, and ICAO regulations.
- Advises and supports aircraft qualifications, refresher training, NVG qualification, mission training, and door gunnery training.
- Performs ground and air continuation training and participates with tasked mission support flights for the purpose of continuation training and standardization IAW Aircrew Training Manual (ATM).
- Monitor any student briefings to passengers on safety and emergency procedures.
- 8. Must be able to work flexible hours as deemed by the Battalion Commander, or the NAG Commander.
- 9. Handling any other assigned task from his direct supervisor/manager.



Document No	HR-D033	Version No	ı	UNCLASSIFIED	Established Date	07-Apr-14
Document Name	Employment Offer Letter for Retired US Nationals	Revision Date		UNCONTROLLED WHEN PRINTED	Page No	Page 1of t
(b)	(6) <u>ralag</u> - TEL: +971 2	(b) (6) · FAX: Global Aerospace	+971 2 b) Logistics, LL	P.O.BOX: 128628 • A	bu Dhabi - UAE	

#### CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

#### AN AGREEMENT BETWEEN

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, little 18, United States Code, a United States criminal law.
- 8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- 9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise after the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. Thave read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation (32 CER Section 2003 20) so that I may read them at this time, if I so choose.

SOCIAL SECURITY NUMBER (See Neilce below) ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE NAME: ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER)
(Type of print)

HELANTISUBRON TEN P. O. BOX 357119 NAS NORTH ISLAND SAN DIEGO, CA 92135-7119

WITNESS		ACCEPTA	ANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT OF THE UNITED STATES GOVERNMENT.		
SIGNATURE (L) (G) 3	8EP97	D) (D)	TS-p37	
HELANTISUBRON TEN P. O. BOX 357119 NAS NORTH ISLAND SAN DIEGO, CA 92135-7119		HELANTISUBRON TEN P. O. BOX 357119 NAS NORTH ISLAND SAN DIEGO, CA 92135-7119		

#### SECURITY DEBRIEFING ACKNOWLEDGEMENT

I realtism that the provisions of the explorage laws, other federal criminal laws and executive orders applicable to the saleguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization, that I will promptly report to the Federal. Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I thave) (have not) (strike out inappropriate word or words) received a security debriefing

NAME OF WILNESS (Type or print) SIGNATURE OF WITNESS

NOTICE. The Privacy Act, 5 U S C 552s, requires that lederel agencies inform individuals, at the line information is solicited from them, whether the disclosure is mandatory in voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) it Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not manualory, your failure to do so may impede the processing of such vertilizations or determinations, or possibly result in the denial of your being granted access to classified information.

NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

STANDARD FORM 312 BACK (REV. 1-91)



#### DEPARTMENT OF THE NAVY CHIEF OF NAVAL PERSONNEL 701 SOUTH COURTHOUSE ROAD ARLINGTON, VA 22204-2472

5370 N00L March 10, 2016

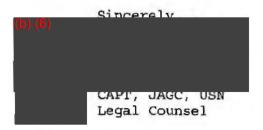
Colonel (2) (5)
Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

Bureau of Political-Military Affairs Department of State Washington, DC 20520

Colonel (b) (6) and (b) (6) :

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed employment of AM1 (1) (6) ... USN (retired) to serve as a Principle Technician with the Advanced Military Repair and Overhaul Center (AMROC) working in the United Arab Emirates (UAE). AMROC is presently a joint venture between Mubadala Aerospace, Sikorski Aviation and Lockheed Martin. The Mubadala shares in this venture will be transferred to the Emirates Defense Industry Company (EDIC), which is a private enterprise formed in the UAE. In his role, AM1 will repair and maintain UAE-owned F-16 aircraft and receive a salary of (1) (6) AED per month.

AM1 request is forwarded for consideration by the Secretary of State. Please notify me of your decision so that I may advise him. If you have any questions, please contact my office at (703) 604-



Enclosure: 1. Foreign Employment Request Package,
AM1 (6) USN (retired)

#### MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO AMI (D) (D) USN (RET)

Ref: (a) 37 U.S.C. 908

- (b) SECNAV ltr of 15 May 1981
- (c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94
- Encl: (1) AM1 (1) (2) Request for Foreign Employment and Questionnaire with attachments
- 1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
- 2. The requested employment for AMI to the is to serve as a Principle Technician with the Advanced Military Repair and Overhaul Center (AMROC) working in the United Arab Emirates (UAE). AMROC is presently a joint venture between Mubadala Aerospace, Sikorski Aviation and Lockheed Martin. The Mubadala shares in this venture will be transferred to the Emirates Defense Industry Company (EDIC), which is a private enterprise formed in the UAE. In his role, AMI will repair and maintain UAE-owned F-16 aircraft and receive a salary of the UAED per month.
- 3. The proposed employment does not involve the transfer of technology. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.
- 4. Using the criteria established by SECNAV in reference (b), it is considered that the consulting agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO AM1 (NET)

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)			
LCDR,	JAGC,	USN	

DATE: 28 February 2016



TO: Navy Personnel Command, Office of Legal Counsel (Pers-OOL)
Naval Support Facility Arlington
701 South Courthouse Road, Room 4T035
Arlington, VA 22204
Telephone 703-604-

SUBJECT: Approval Request for Foreign Government Employment of Retired Navy Member

REFERENCE: AFI 36-2913, Request for Approval of Foreign Government Employment of Air Force Members

U.S. Constitution, Article I, Section 9, Clause 8, The Emoluments Clause

I am requesting approval to accept foreign government employment in the United Arab Emirates (UAE) with Advanced Military Maintenance Repair and Overhaul Center (AMMROC). My identification details are below:

- Service: United States Navy

- Social Security Number: (b) (6)

- Grade at Retirement: E-6

- Effective Date of Retirement: 1August2006

Current Home Address:

Current Phone Number:

- Current Email Address: (b) (6) @yahoo.com

AMMROC provides specialized military Maintenance Repair and Overhaul services for Southeast Asia, Middle East and North Africa regions. It is a joint venture between Mubadala Aerospace, Sikorski Aviation and Lockheed Martin. There will be a transfer of shares from Mubadala Aerospace to Emirates Defense Industry Company (EDIC) in the near future. EDIC is a private company and commercially-formed legal entity under UAE law. The legal test applied by the U.S. Department of Defense for finding foreign government ownership or control weighs heavily towards EDIC being treated as a foreign state for the purposes of the U.S. Emoluments Clause.

My duties will be as an (Principle Technician). My assigned duties include, but are not limited to, those at Attachment 1.

I will receive compensation for the duties performed with AMMROC. I will not require an oath of allegiance to the Government of the United Arab Emirates.

I retired from the U.S. Navy on 01 August 2006.

## Respectfully,



Petty Officer First Class, USN (Retired)

#### Attachments:

- 1 AMMROC Job Description
- 2 Completed SF Form 312
- 3 Completed Foreign Government Employment Information Sheet 4 Completed Foreign Government Employment Questionnaire

# Foreign Government Employment Information Sheet

Name: (b) (6)
Rank/Grade (at retirement): PO1/E6
SSN: (6) (6)
Retirement Effective Date: 01 August 2006
Address: (Stateside) (UAE)
Email Address: (b) (6) @yahoo.com
Date-of-Birth: (b) (c)
Place of Birth: _[0) (6)
Any Adverse Actions? If yes, explain.
N/A

# Foreign Government Employment Questionnaire

#### Identification

Name (Last, First, Middle Initial): (b) (6)
Physical Address (also include mailing address, if different):
(b) (6)
Phone Number (6)
Military Retirement Effective Date: 01 August 2006
Rank/Rate (at retirement): E6/AM1
SSN (last four digits): XXX - XX - (b)
Location of proposed employment:
AMMROC
P.O. Box 93443
Abu Dhabi. United Arab Emirates
Questions (Please use additional sheets if necessary)

1. Who is your proposed employer and how are they connected to a foreign government?

Answer: AMMROC

2. What is your proposed job title?

Answer: Principle Technician

3. What will your duties involve? Attach job description, if available.

Answer: F-16 Aircraft repair and Back Shop Maintenance (Component Repair) (Non Classified Aircraft Maintenance)

- 4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you will be working. Answer: Yes approximately AED
- 5. Are you a U.S. Citizen? Answer: Yes

- 6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you will be working, alter your U.S. citizenship status or obtain foreign citizenship?
  Answer: No
- 7. What is the highest U.S. security clearance that you have held? Answer: Secret
- 8. What is the highest level of classified material to which you have been granted access?

  Answer: None
- 9. Have you had access to Special Access Programs? Answer: No
- 10. Will you be working with classified information as part of your foreign employment? If yes, please explain. Answer: NO
- 11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. Answer: No
- 12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. Answer: Yes Aviation Structural Mechanic
- 13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? Answer: NO

#### Acknowledgement

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States.

I also acknowledge and understand that my retired or retainer pay may be held equal to the amount received from the foreign government if I accept employment before obtaining proper approval.

I affirm that the above questions have been reviewed carefully and answered fully to the best of my knowledge.



# Job Description

1. ROLE DETAILS:				
Full Name & Staff No.	(b)	(6)		
Position title:	Prin	ciple Technician		
Reports to:	(b)	(6)		
Department:	Оре	erațions		
Function:	Airc	raft Mechanic		
Revision no.				
2, ROLE PURPOSE:				
Repair of F-16 aircraft		· · · · · · · · · · · · · · · · · · ·		
3. ROLE DIMENSIONS:				
		Role Dimensio	ns:	0
Dimensions:		No. of Staff Supervised:		0
4. KEY ACCOUNTABILITIES:				
Description				
Description				Key Performance Indicators
Description Management				Key Performance Indicators
Management			P.	
Management	edure	s		0
Management  Budgets and Plans				0
Management  Budgets and Plans  Policies, Systems, Processes & Processes  Organization Development and Wo			H B	0
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Management  Budgets and Plans  Policies, Systems, Processes & Processes  Organization Development and Wo  Recruitment  Reward Management			•	0 0 0 0
Management  Budgets and Plans  Policies, Systems, Processes & Proc	erkfor		-	0 0 0 0 0
Management  Budgets and Plans  Policies, Systems, Processes & Proc	erkfor		-	
Management  Budgets and Plans  Policies, Systems, Processes & Processes  Organization Development and Wook  Recruitment  Reward Management  Performance Management  Employee Relations  Health, Safety, & Environment	erkfor		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

·	
BasePost Holders Initial's	1 Review Date

#### CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

#### AN AGREEMENT BETWEEN

#### AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that neets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 13 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. Have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation, I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government or Agency (herelnafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. Thave been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18. United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- I hereby assign to the United States Government all royalties, remunerations, and empluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting displayure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information if Ido not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- 8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- 9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise after the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and flabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

NSN 7540-01-260-5499

- 11. These restrictions are consistent with and do not supersede, conflict with, or otherwise after the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5. United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5. United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud., abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Agency Act of 1949 (50 U.S.C. 403g(g)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, "952 and 1924 of title 18, United States Code, and "section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.
- 12 I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001, 80(d)(2)) so that I may read them at this time, if I so choose.

<ul> <li>NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.</li> </ul>					
SIGNATURE	DATE	SOCIAL SECURITY NUMBER (See Notice below)			
(b) (6)	02 Mar 204	(b) (6)			
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTÉE OR AGENT, PROVIDI	E. NAME ADDRESS, AND .	APPLICABLE, FEDERAL SUPPLY CODE			

N/A

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WUNDERSIGNED.	VITNESSED BY THE	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
(b) (6)	2 Masile	SIGNATURE  (b) (C)	DATE
SENT JOSEPH COCALION	S, w. Asia	TACHE PERFECT (TYPE OF HART)	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available for me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I frame. (have not) (strike out inappropriate word or words) received a security debriefing.

NAME OF WITNESS (1976 ground)

NAME OF WITNESS (1976 ground)

NOTICE

NOTICE

SIGNATURE OF

NOTICE. The minutely rice, o one, goze, required was federal agencies inform indithe disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are
hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to
identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to
the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may
celay or provent you being granted access to classified information.

#### (b) (6)

# **CDR USN DCNO N1 (USA)**

**Sent:** <u>Friday, December 16, 2016 12:52 PM</u>

To: SCPO OPNAV N1, N00L Subject: [Non-DoD Source] emoluments package

Attachments: Scan.pdf

#### Senior,

I am sorry to send another update to my emoluments package, unfortunately the state department did not agree with the TAA numbers we provided. The Air Force Representative sent an email with this issue to my co workers. the company provided another TAA number so hopefully it is the last one. Thank you for you help.

(b) (6)



# DEPARTMENT OF THE NAVY CHIEF OF NAVAL PERSONNEL 701 SOUTH COURTHOUSE ROAD ARLINGTON, VA 22204-2472

5370 N00L May 06, 2016

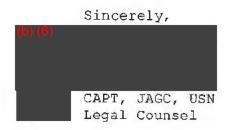
Colonel (b) (c)
Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

Bureau of Political-Military Affairs Department of State Washington, DC 20520

Colonel (b) (6) and (b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed employment of SCPO (1000) (USN (retired) to serve as an Environmental Health and Safety (EHS) Operations Senior Supervisor with the Advanced Military Maintenance Repair Overhaul Center (AMMROC) working in the United Arab Emirates (UAE). In his role, SCPO will assist with the development and management of EHS Management System programs to foster a culture of safety compliance for AMMROC employees as well as comply with governmental requirements required by the Abu Dhabi, UAE Department of Transportation. AMMROC is presently a joint venture between Mubadala Aerospace, Sikorski Aviation and Lockheed Martin. The Mubadala shares will be transferred to the Emirates Defense Industry Company (EDIC), a commercial entity jointly owned by the UAE and Abu Dhabi governments.

SCPO (c) (c) request is forwarded for consideration by the Secretary of State. Please notify me of your decision so that I may advise him. If you have any questions, please contact my office at (703) 604-(6) (6)



Enclosure: 1. Foreign Government Employment Request Package, SCPO (6)(6) USN (Retired)

#### MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO SCPO (6) (8) USN (RET.)

Ref: (a) 37 U.S.C. 908

- (b) SECNAV ltr of 15 May 1981
- (c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94
- Encl: (1) SCPO Request for Foreign
  Employment and Questionnaire with attachments
- 1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
- 2. The requested employment for SCPO (EHS) is to serve as an Environmental Health and Safety (EHS) Operations Senior Supervisor with the Advanced Military Maintenance Repair Overhaul Center (AMMROC) working in the United Arab Emirates (UAE). In his role, SCPO (EHS) will assist with the development and management of EHS Management System programs to foster a culture of safety compliance for AMMROC employees as well as comply with governmental requirements required by the Abu Dhabi, UAE Department of Transportation. AMMROC is presently a joint venture between Mubadala Aerospace, Sikorski Aviation and Lockheed Martin. The Mubadala shares will be transferred to the Emirates Defense Industry Company (EDIC), a commercial entity jointly owned by the UAE and Abu Dhabi governments
- 3. The proposed employment does not involve the transfer of technology. No discussion or transaction regarding U.S. defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO SCPO (1976), USN (RET.)

- 4. Using the criteria established by SECNAV in reference (b), it is considered that the employment involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.
- 5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,



LCDR, JAGC, USN

Chiei	OI	Naval	Personnel	Decision:
Appro	ved	W	Flore	
Disapr	oros	ved:		

4600 31May2008 SCPO/ E-8

TO: Chief of Naval Personnel
Naval Personnel Command
Office of Legal Counsel (Pers-OOL)
Naval Support Facility Arlington
701 South Courthouse Road, Room 4T035
Arlington, VA 22204

Subj: Approval Request for Foreign Government Employment of Retired Navy Member

Ref: U.S. Constitution, Article I, Section 9, Clause 8, The Emoluments Clause

Encl: (1) AMMROC Job Description

(2) Completed SF 312

- (3) Completed Foreign Government Employment Information Sheet
- (4) Completed Foreign Government Employment Questionnaire
- Admiral, this letter requests permission to accept employment with Advanced Military Maintenance Repair Overhaul Center (AMMROC) located in the United Arab Emirates (UAE).
- 2. AMMROC provides specialized military Maintenance Repair and Overhaul services for Southeast Asia, Middle East and North Africa regions. It is a joint venture between Mubadala Aerospace, Sikorski Aviation and Lockheed Martin. There will be a transfer of shares from Mubadala Aerospace to Emirates Defense Industry Company (EDIC) in the near future. EDIC is a private company and commercially-formed legal entity under UAE law. However, AMMROC legal team ascertains the legal test applied by the U.S. Department of Defense for finding foreign government ownership or control weighs heavily towards EDIC being treated as a foreign state for the purposes of the U.S. Emoluments Clause.
- My duty position title is Senior Supervisor. My assigned duties include, but are not limited to, those at Enclosure 1.
- 4. I will receive compensation for the duties performed with AMMROC in the form of a salary.
  I will not require an oath of allegiance to the Government of the United Arab Emirates.
- I served 23 years and 1 month of service. The highest security clearance I attained was Secret.

Respectfully,

# Foreign Government Employment Information Sheet

Name:	(b) (6)
Rank/Grade (at retirement):	Senior Chief Petty Officer (E-8)
SSN:	(b) (6)
Retirement Effective Date:	31 May 2008
Address:	(b) (6)
Email Address:	(b) (6) (a) gmail.com
Date-of-Birth:	03 Nov 1959
Place of Birth:	(b) (G)

Any Adverse Actions? If yes, explain.

None.	
<del></del>	

# Foreign Government Employment Questionnaire

### Identification

Name (Last, First, Middle Initial):

Physical Address (also include mailing address, if different):



Phone Number:

Military Retirement Effective Date:

31 May 2008

Rank/Rate (at retirement):

Senior Chief Petty Officer (E-8)

SSN (last four digits: XXX-XX-

(b) (6)

Location of proposed

employment:

AMMROC P.O. Box 93443

Abu Dhabi, United Arab Emirates

# Questions (Please use additional sheets if necessary)

- 1. Who is your proposed employer and how are they connected to a foreign government?
- a. AMMROC (Advanced Military Maintenance, Repair and Overhaul Center) LLC in the UAE. I have been informed that AMMROC will transition in the near future and be under a new company, Emirates Defense Industries Company (EDIC) PJSC. EDIC has been formed as a single, integrated defense based platform for all UAE defense companies. EDIC is owned by the UAE and Abu Dhabi governments.
- 2. What is your proposed job title?
- a. Senior Supervisor

- 3. What will your duties involve? Attach job description, if available.
- See attached.
- 4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you will be working.
- a. Yes, I will be paid for my duties in the form of a salary.
- 5. Are you a U.S. Citizen?
- a. Yes.
- 6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you will be working, alter your U.S. citizenship status or obtain foreign citizenship?
- a. I will not be required to execute an oath of allegiance to the UAE Government. I do not intend to alter my U.S. citizenship status. I do not intend to obtain foreign citizenship.
- 7. What is the highest U.S. security clearance that you have held? a. Secret.
- 8. What is the highest level of classified material to which you have been granted access?
- a. Secret
- 9. Have you had access to Special Access Programs?
- a. No.
- 10. Will you be working with classified information as part of your foreign employment? If yes, please explain.
- a. No.
- 11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.
- a. No.
- 12. Have you held any positions in the uniformed service that are

relevant to your employment with the foreign government? If yes, please explain.

- a. Yes. I held positions of Maintenance Senior Chief. These directly correlate to my position as a Senior Supervisor with AMMROC.
- 13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?
- a. No, or;
- b. When AMMROC transitions under EDIC I will have access to unclassified technical data and defense articles. This information will be used to provide maintenance and repair of military aircraft. AMMROC is a signatory to over 60 TAA's. AMMROC's subsidiary, AMMROC-US, LLC has recently submitted 20 TAA's for approval.

# Acknowledgement

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States.

I also acknowledge and understand that my retired or retainer pay may be held equal to the amount received from the foreign government if I accept employment before obtaining proper approval.

I affirm that the above questions have been reviewed carefully and answered fully to the best of my knowledge.

(b) (5)		
	 	27 Map 2016 Date
(b) (6)		Date
		Page 3



Reference No. Date : AMMROC/HR&A/ : 28/03/2016 07:32

Name Staff No.

: <mark>(b) (6)</mark> : 42119

# **EMPLOYMENT CERTIFICATE**

To whom it may concern:

This is to certify that the above-name is employed with Advance Military Maintenance Repair Overhaul Company (AMMROC) and details of the employee are as follows:

Joining Date

: 2012/12/23

Job Title

: SENIOR SUPERVISOR

Department

1000090-Quality

Passport No.

(b) (b)

Country of Origin

: USA

This certificate is issued upon the request of the employee, and it does not constitute a financial obligation or guarantee on behalf of AMMROC. The details above are correct and accurate as per the date of printing, any changes are the responsibility of the employee to update addressee accordingly.

Sincerely yours,



Senior Manager

Human Resources and Administration Department

# **Job Description**



### 1. ROLE DETAILS:

Full Name & Staff No.	(b) (5)
Position title:	Environment Health & Safety (EHS) Operations Senior Supervisor
Reports to:	EHS Operations Assistant Manager
Department & Base:	EHSMS-
Function:	EHSMS

### 2. ROLE PURPOSE:

Assist in development, and management of the implementation of the EHSMS plans, and programmes across AMMROC and all related operations in accordance with Abu Dhabi EHS Centre Regulatory Framework, Department Of Transport Abu Dhabi, UAE & International legislations, the organisation's business strategy and values and global best practices so as to reinforce a culture of safety compliance and provide a safe working environment for AMMROC operations.

### 3. ROLE DIMENSIONS:

Dimensions:	Role Dimensions:	All Al Dhafra Air Base platforms
	No. of Staff Supervised:	4

### 4. KEY ACCOUNTABILITIES

	Description		Key Performance Indicators
St	In liaison with the EHS Operations Assistant Manager, contributes to the development and formulation of the EHSMS Strategy ensuring alignment to the vision, mission and the business strategy.  Assists in ensuring effective implementation of strategic plans in all operations of AMMROC as per set timelines, in order to support achievement of business objectives.  Assists in providing technical advice and guidance to AMMROC's management on EHS issues and maintain awareness of latest developments, laws, standards, regulations etc. to support continuous improvement of processes and systems.	-	The approved EHSMS strategy is implemented in line with the business strategy.  The functional strategies and plans are developed and approved
Ma	Assists in management of the effective achievement of EHSMS sectional objectives through the leadership of the section – setting individual objectives, managing		Individual objectives, training and development plans in place for all direct reports within the timescales defined by the corporate Performance

performance, developing and motivating staff, provision of formal and informal feedback and appraisal – in order to maximize subordinate and the performance of the unit.

- Management process.
- Frequency of feedback and appraisal meetings.

### **Budgets and Plans**

Assists in preparation and recommendation of the EHSMS sectional budget and monitors financial performance versus the budget so that the business is aware of anticipated costs/revenues, and areas of unsatisfactory performance are identified, rectified promptly and potential performance improvement opportunities are capitalized upon.

- Budgets and plans are prepared timely and accurately in line with the annual budget parameters and timescales.
- Financial variance versus budget.

### Planning of Activities

- Plan, co-ordinate and oversee the AMMROC site EHS activities in line with the approved strategy and corporate objectives and policies while providing professional advice and assistance to all departments on EHS issues to facilitate effective implementation of the defined campaigns.
- Recommend and escalate EHS improvements to existing standards in line with regulatory requirements, corporate objectives and policies, to ensure conformity with relevant legislative standards and international best practices.
- Identify material/equipment required for the EHS activities according to the EHS plan, work requisitions or notifications in urgent and emergency situations on site and coordinate procurement and transportation for the timely availability of all requirements.

- Approved company EHS plans, and programmes are in place and implemented
- Compliance with corporate EHS strategies and policies, international best practice and applicable legislation
- Timely availability of resources
- Enhanced EHS performance.

### Planning of Activities

- Assists in planning and overseeing AMMROC's EHS activities in line with the approved EHSMS strategy and corporate objectives and policies while providing professional advice and assistance to all departments on EHS issues to facilitate effective implementation of the defined campaigns.
- Assists in recommending proper framework of EHS standards in line with cooperate objectives and policies to ensure conformity with OSHAD RF & DOT, OHSAS 18001 & ISO 14001, relevant legislative standards and international best practices.
- Assists in identification of material/equipment required for the EHS activities according to the EHS plan, work requisitions or notifications in urgent and emergency situations on site and coordinate the procurement and transportation for the timely availability of all requirements.

- Approved company EHSMS plans, and programmes are in place and implemented
- Compliance with corporate EHS strategies and policies, Abu Dhabi EHS Center (OSHAD) RF & DOT, OHSAS 18001 & ISO 14001, international best practice and applicable legislation
- Timely availability of resources
- Enhanced EHSMSperformance.

### Policies, Systems, Processes and Procedures

- Assists in recommendation of improvements to departmental policy and direct the implementation of procedures and controls covering all areas of EHS activities so that all relevant procedural/legislative requirements are fulfilled while delivering a quality, cost-effective service.
- Assists in the risk assessment process to ensure effective risk management as per the requirement of the AD EHSMS RF.
- Compliance with procedural and legislative requirements.
- Effective communication of policies and procedures.
- Updated Risk Registers in all locations

Assist in communication of the approved operational procedures and instructions to all staff in the site and monitor their adherence so that work is carried out in a controlled manner.

### **EHS Management System**

- Together with the EHS Operations Assistant Manager, lead and contribute to the effective management of AMMROC's EHSMS and ensure timely provision of awareness training for all employees as directed by the Senior Manager of EHSMS, in order to promote adherence to defined EHS standards.
- Assists in ensuring periodic analysis of current EHSMS, identification of areas of improvement, recommend ation and seeking approval, and ensuring continuous updating & enhancement of system to fulfil changing organisational requirements.
- The EHS Management System is in place and implemented
- The EHS audit plan is in place and audit recommendations are reviewed for implementation

### **EHSMS** studies

- Assists in ensuring effective liaison with all operations at AMMROC sites to collate data on project activity, in conducting EHS— risk assessments and direct the conducting of further studies to identify areas of improvement, and reports findings to management for management decision making.
- Assists the incident Investigation teams to find out the root cause and provide recommendations to prevent recurrence of accidents.
- Assists in management of the timely collation of findings from Near miss reports and the conduct of root cause analyses etc, assists in development of presentations to update management and facilitate prompt enhancements to EHS procedure to minimise recurrence of incidents and ensure establishment of a safe working environment at all AMMROC operations.
- Compliance with OSHAD and DOT, OHSAS 18001 & ISO 14001, legislative standards / operational requirements.
- Achievement of Best Industry Practices across AMMROC.

### Monitoring

- Ensures periodic visits to all site operations in order to ensure compliance to defined EHS standards and initiate investigations into all type of accidents while reporting any non conformances to the management.
- Conducts surveillance of employees both company and contractors through regular health checks to ensure compliance with all health regulations.
- Compliance with legislative standards / operational requirements.

### Risk Assessment

- Assist in the development of a detailed analysis of all AMMROC site operations and new project activities with potentially significant risk, prior to commencement of the job and prepare and seek approval for an assessment of the risk and suggest measures to control the risk during implementation.
- Adequate controls is exercised on all EHS matters.
- EHS Risks have been assessed and risk mitigation measures are in place.
- Compliance with procedural and legislative requirements.

### Training & Development

- Assists in ensuringtimely conducting of EHS training sessions as per directions from management / annual training plan (including emergency drills) and develop appropriate communication of related topics to build awareness and embed the EHS philosophy across site
- No. of EHS training courses given to the employees/contractors/visitors
- No. of employees covered in the training.

### operations.

### **EHS Committees Meetings**

- Participate in all activities at the periodic EHS committees meetings in the assigned location as required to discuss status progress of all EHS initiatives, issues, near miss situational analysis/review of reports, accidents, etc and report findings to senior management to facilitate information requirements / awareness of EHS status.
- Adherence to defined policies and procedures
- Management feedback on quality of information and advice provided.

### Active representation at industrial EHS meetings

- Acts as Company representative on other local committees, organisations and governmental controls agencies concerned with EHS functions, as directed by the EHS Manager and the EHSMS Senior Manager, providing input and liaising with personnel of other companies to ensure safe activities in the area.
- Internal & external feedback on quality of information and advice provided.
- Effective communication

### Environment Health and Safety,

- Ensure compliance to all relevant safety, quality and environmental management policies, procedures and controls across the department and assigned base to guarantee employee safety, legislative compliance, delivery of high quality products/service and a responsible environmental attitude.
- Frequency of non-compliance with OHSAS 18001 & ISO 14001 standards, AD EHSMS RF, and company policies on EHS.
- Frequency of Lost Time Incident's, safety incidents and near misses.

### Communication & Networking

- Assists the EHS Operations Assistant Manager in maintaining an extensive network of internal and external contacts especially with government authorities, contractors, service providers, external auditors etc with highest standards of business ethics, whilst promptly attending to all critical issues in-order to ensure the services required by the organization are delivered in the most effective manner.
- Assists in the assigned location to review processes, analyse risk levels, ensuring compliance to EHS standards, report unsafe conditions and advice on EHS issues while reporting any observations noticed with suggestions for improvement or rectification of shortcomings.
- Help ensure effective communication with the customer to solve all quality issues in compliance with company procedures.

- Effectiveness on coordination
- · Clarity of communication
- All recommendations have led to better results and enhanced EHSMS standards.
- Feedback from stakeholders.

### Continuous Improvement

- Stimulate subordinates and contribute to the identification of opportunities for continuous improvement of EHSMS processes and practices taking into account 'international best practice', improvement of business processes, cost reduction and productivity improvement.
- Number and quality of improvements are line with corporate expectations and implemented.

### MIS and Reports

- Supervise/Conduct the preparation of timely and accurate EHS Reports of AMMROC to meet company
- All department MIS statements and reports are prepared timely

and department requirements, policies and standards.	and accurately and mee company policies and requirements.
Undertake any other related duties as may be assigned from time to time.	

### 5. COMMUNICATIONS & WORKING RELATIONSHIPS:

### Internal:

All functions and departments

### External:

Contractors, External Auditors, Service Providers, Suppliers

### 6. KNOWLEDGE, SKILLS & EXPERIENCE:

### Knowledge & Experience:

- University degree in an Engineering discipline / Health, Safety or Environmental Sciences or an equivalent.
- 7 years of experience, of which at least 3 years in a similar position in the EHS function.
- Prior experience of conducting safety skills and awareness training programs.
- Good knowledge of local and international legislation and regulations and best practice on EHS.
- Knowledge of industrial best practices & EHS laws /regulations
- Expert knowledge of Personal Protective Equipment (PPE) requirements.
- Expert knowledge of all EHS and other relevant safety regulations and standards.

### Skills:

- Conceptual thinking
- Team Leadership skills
- Achievement Orientation and result oriented
- Strong verbal and written communication skills
- Strong planning, organizing, and integration skills
- Meticulous attention to detail
  - Coaching and mentoring skills

### CLASSIFIED INFORMATION MONDISCLOSURE AGREEMENT

### AN AGREEMENT BETWEEN

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the Interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalties, remunerations, and emolume that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request. I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- 8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- 9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise after the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

NSN 7540-01-280-5499 Previous edition not usable STANDARD FORM 312 (Rev. 7-2013) Prescribed by ODNI 32 CFR PART 2001 80 E.O. 13526 11. These restrictions are consistent with and do not superseds, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order Mo. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud., abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

signati <mark>(b) (6)</mark>	DATE	SOCIAL SECURITY NUMBER (See Notice below)
	29 MAR 2016	(b) (6)

WITNES	SS	ACCEPTAN	VCE
THE EXECUTION OF THIS AGREEN BY THE UNDERSIGNED.	IENT WAS WITNESSED	THE UNDERSIGNED ACCEPTED THE ON BEHALF OF THE UNITED STAT	
sign (b) (b)	DATE 29 Mark 2016	SIGNATURE (D) (D)	DATE 29 MAP 201
NAME AND ADDRESS (Type or print)		RAME AND ASDRESS (Type of pint)	
PO BOX 93463 ABU DHABI		PO BOX 36357 ABU DAABI, UAE	
UNE	AMMROE		WATER TO SERVICE THE SERVICE T

### SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYER (6)		29 Most 2014
NAME OF WITNESS (Type (1)) (0)	SIGNATURE (	29 WARCH 2016

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuation is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but feilure to do so may delay or prevent you being granted access to classified information.

DATE: 02 May 2016

FROM: (6) (6)

(703) 604(b) (6)

TO: Navy Personnel Command, Office of Legal Counsel (Pers-OQL) Naval Support Facility Arlington 701 South Courthouse Road, Room 4T035 Arlington, VA 22204

\_\_\_\_

SUBJECT: Approval Request for Foreign Government Employment of Retired Navy Member

REFERENCE: U.S. Constitution, Article I, Section 9, Clause 8, The Emoluments Clause

I am requesting approval to accept foreign government employment in the United Arab Emirates (UAE) with Advanced Military Maintenance Repair and Overhaul Center (AMMROC). My identification details are below:

Service: United States Navy

- Social Security Number: (b) (6)

Grade at Retirement: Paygrade E-6

Effective Date of Retirement: 31 December 2005

Current Home Address:

Current Phone Number:

-

- Current Email Address: (b) (6) @yahoo.com

AMMROC provides specialized military Maintenance Repair and Overhaul services for Southeast Asia, Middle East and North Africa regions. It is a joint venture between Mubadala Aerospace, Sikorski Aviation and Lockheed Martin. There will be a transfer of shares from Mubadala Aerospace to Emirates Defense Industry Company (EDIC) in the near future. EDIC is a private company and commercially formed legal entity under UAE law. The legal test applied by the U.S. Department of Defense for finding foreign government ownership or control weighs heavily towards EDIC being treated as a foreign state for the purposes of the U.S. Emoluments Clause.

My duties will be is an F-16 Corrosion Control Technician. My assigned duties include, but are not limited to, those at Attachment 1.

I will receive compensation for the duties performed with AMMROC. I will not require an oath of allegiance to the Government of the United Arab Emirates.

I retired from the U.S. Navy on 01 December 2005.

Respectfully,

Petty Officer First Class, USN (Retired)

### Attachments:

- 1 AMMROC Job Description 2 Completed SF Form 312
- 3 Completed Foreign Government Employment Information Sheet
- 4 Completed Foreign Government Employment Questionnaire

# Foreign Government Employment Questionnaire

### Identification

Name (Last, First, Middle Initial): (6)
Physical Address (also include mailing address, if different):
(b) (6)
Phone Number: (b) (6)
Military Retirement Effective Date: 31 December 2005
Rank/Rate (at retirement): Petty Officer First Class/E-6
SSN (last four digits): (b) (6)
Location of proposed employment:
AMMROC
P.O. Box 93443
Abu Dhabi, United Arab Emirates

# Questions (Please use additional sheets if necessary)

1. Who is your proposed employer and how are they connected to a foreign government?

I work at AMMROC (Advanced Military Maintenance, Repair, and Overhaul Center) LLC in the UAE. I have been informed that AMMROC will transition in the near future and be under a new company, Emirates Defense Industries Company (EDIC) PJSC. EDIC has been formed as a single, integrated defense based platform for all UAE defense companies. EDIC is owned by the UAE and Abu Dhabi governments.

2. What is your proposed job title?

Aircraft Corrosion Control Principal Technician

3. What will your duties involve? Attach job description, if available,

See attachment.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you will be working.

Yes, I will be paid for my duties in the form of a monthly salary of



5. Are you a U.S. Citizen?

Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you will be working, alter your U.S. citizenship status or obtain foreign citizenship?

I will not be required to execute an oath of allegiance to the UAE Government. I do not intend to alter my U.S. citizenship status. I do not intend to obtain a foreign citizenship

7. What is the highest U.S. security clearance that you have held?

N/A

8. What is the highest level of classified material to which you have been granted access?

N/A

9. Have you had access to Special Access Programs?

N/A

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes, while I served in the USN I was an Aircraft Structural Maintenance Craftsman. I have also served as a Corrosion Control Workcenter Supervisor while stationed at Naval Air Facility, Atsugi, Japan.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

When AMMROC transitions under EDIC I will have access to unclassified technical data and defense articles. This information will be used to provide maintenance and repair of military aircraft. AMMROC is a signatory to over 60 TAA's. AMMROC's subsidiary, AMMROC-US, LLC has recently submitted 10 TAA's fro approval

### Acknowledgement

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States.

I also acknowledge and understand that my retired or retainer pay may be held equal to the amount received from the foreign government if I accept employment before obtaining proper approval.

I affirm that the above questions have been reviewed carefully and answered fully to the best of my knowledge.



# Job Description





### 1. ROLE DETAILS:

Fuli Name & Staff No.	
Position title:	Principal Technician
Reports to:	Supervisor
Department & Base:	Dhafra Air Base
Function:	Maintenance Operations

### 2. ROLE PURPOSE:

To Conduct, I. D and D Level Maintenance & Backshop Operations (within own Trade) ONLY to the level granted by the Authorisation Godes listed on the post holders AMMROC Form 35.

3. ROLE DIMENSIONS	1	
Dimensions:	Role Dimensions:	I. 0 and D Level & Backshop Maintenance Operations.
	No. of Staff Supervised:	

### 4. Responsible and Accountable for: Description Key Performance Indicators · Audit of compliance by Supervisor that Maintenance Task Preparation: the Maintenance Task Preparation Receive and fully understand all requirements for the process is understood and is being maintenance task as briefed by the Supervisor. followed correctly. Only carry out maintenance tasks that you are authorised Monitor frequency of Safety incidents. and competent to perform. Maintenance tasking is only to be carried out in post holders ·Monitor frequency of Technicians own trade unless exceptionally authorised by OA and carrying out maintenance tasks without annotated on F35. having Technical Data present. Receive a full maintenance task Safety Brief from the Supervisor, • Obtain, read and understand the correct Technical Data required for the maintenance task. . If there is any doubt whatsoever on how to complete the maintenance task then ask the Supervisor for advice. Open maintenance task Work Card in cMRO and place details of the generated task number in the aircraft Log Book on the correct Form 781. Maintenance Task -Tools and Equipment Preparation: · Audit of compliance by Supervisor that the Maintenance -Task Tools and Obtain the correct PPE to complete the maintenance task Equipment Preparation process understood and is being followed correctly. Obtain the cerrect tools for the maintenance task. · Monitor the frequency of maintenance Obtain the correct Test EquipmentForque wrenches for the tasks being carried out with un-calibrated maintenance task ensuring they are all in date for calibration. equipment. Obtain the correct consumables for the maintenance task and control them at all times. • Obtain the correct spare part(s) for the maintenance task ensuring that a conditioning label is attached, confirming

Post Holders Initial's

1

Review Date

Base DAB

item serviceability

### Mainlenance Task -Alreraft Responsibilities:

- Carry out a FOD check of the work area before starting maintenance tesk.
- If using GSE then perform the correct pre-use checks.
- Carry out the maintenance task by following the Instructions given in the Technical Data.
- All work is to be carried out safely and to the highest standards of engineering practice law current AMMROC QA and TOPC Policies and Procedures.
- Secure and account for all equipment before and after taking an authorised work break.
- On completion of maintenance task carry out a FOD check of the work area.
- Carry out after use checks on any GSE that was used.
- Depart the aircraft and Flight Line with all Tools, Spare Parts, Technical Data, Test Equipment and Consumables.
- Return all Tools, Spare Ports, Technical Data, Test Equipment and Consumables to the areas they were obtained from and sign them in correctly.

· Audit of compliance by Supervisor that the Maintenance Task - Aircraft Responsibilities process is understood and is being followed correctly.

Monitor frequency of Maintenance Task Tool Control, FOD and GSE Quality Escapes.

### Maintonance Task -Documentation Responsibilities:

- Enter details of work carried out on the work card within cMRO, Include reference details of technical Data used for the maintenance task.
- Close the cMRO work card.
- Enter details of all work carried out to complete the maintenance task in the aircraft Log Book on the correct Form 781 . Include reference to technical Data used for the task.
- Ensure all work is correctly signed for on the Form 781 and that the 1st and 2nd signatories are authorised to carry out this function .
- include details of any additional ground or flight test requirements.
- Report to Supervisor and provide a full brief on the work carried out to complete the maintenance task.

NOTE: It is a disciplinary offence to sign for work that you have not carried out or to knowingly enter false information into cMRO or Form 781 series.

- · Audit of compliance by Supervisor that the Maintenance Task -Documentation Responsibilities process is understood and is being followed correctly.
- Monitor frequency of documentation error Quality Escapes,

### General Technician Maintenance Duties:

- Assist Supervisor with aircraft systems and component fault finding in own trade.
- Ensure that incidents of "Repeat Faults" are reported to Supervisor.
- Perform Flight Servicing when authorized to do so.
- Perform Aircraft and equipment inspection and repair.
- Service aircraft avionic, mechanical, engine and airframe components within scope of own trade.
- Be assigned to a Backshop to repair, and overhaul aircraft components in source trade.
- Place SCM orders for aircraft replacement parts/components.
- Safe operation and maintenance of GSE.
- Carry out aircraft repairs at offsite locations when required.
- Perform APU runs (if authorised) for the purposes of systems fault finding (when required) .
- Carry out other maintenance tasks such as aircraft cleaning, paint removal, corrosion treatmenUremoval and re-painting.
- Receive mandatory ACE awareness training and continuously strive to find ways to improve maintenance work processes and procedures

- · Audit compliance to ensure competent to perform all given tasks.
- Monitor frequency of "Repeat Faults" and how they are reported and investigated.

### Other Tasks

Any other reasonable request or work task as allocated by the Line Manager or other Senior Management,

Task Completed as Requested.

		2	
Post	Holders	Initial	

# S. COMMUNICATIONS 5. WORKING RELATIONSHIPS: Internal: Technicians, Supervisors, and Team Leaders at the Airbase. External: As directed by Supervisor or Team Leader.

### 6. KNOWLEDGE, SKILLS & EXPERIENCE:

### Knowledge & Experience:

- Technical Engineering Diploma (Mechanical, Electrical or Avionics
- Minimum of 3 years' experience with a similar company to AMMROC
- Experience in the aviation industry, ideally with a military aircraft MRO facility

### Skills:

- Supervisory skills
- · Aircraft engineering and maintenance skills
- Planning, organizing, and integration skills
- Knowledge in the implementation of policies & procedures

Knowledge of military aircraft maintenance operations

- Meticulous attention to detail
- Team working skills

### **English Language Communication Skills**

IELTS Band Score of Minimum 5.5

7. APPROVALS:	
Job Holder - I fully understand the Roles and	Responsibilities of this position
(b) (6)	8 dep 204
	Date
Line Manager All Roles and Pesponsibilities	for this position are certified as correct.
	9.19/7015
Olymatoro	Date
Human Resources Manager	
(b) (6)	olal-
Signature.	9/9/2015 Date

### CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

### AN AGREEMENT BETWEEN

### AND THE UNITED STATES

(Name of Individual - Printed or typed)

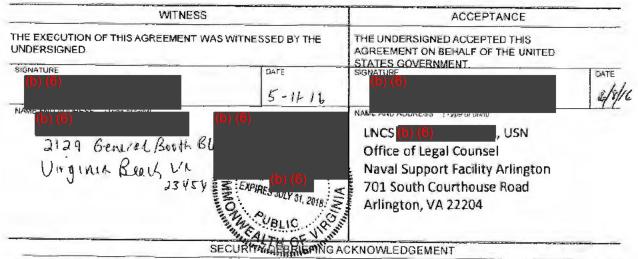
- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. Thave been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. Thave been advised that any breach of this Agreement may result in the termination of any security clearances. I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalfies, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- 6. Lunderstand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of faw. I agree that is shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information if I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all
  conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and
  at all times thereafter.
- Each provision of this Agreement is severable, if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

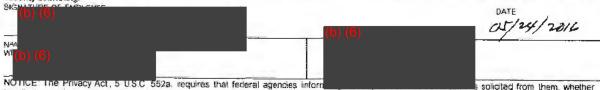
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- 11. These restrictions are consistent with and do not supersede, conflict with, or otherwise after the employee obligations, rights, or fiabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5. United States Code (governing disclosures to Congress); section 1034 of title 10. United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5. United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety inreats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents), sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community), sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security including sections 641, 793, 794, 798, \*952 and 1924 of title 18 United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 763(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.
- 12. I have read this Agreement carefully and my questions, if any, have been answered I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001, 80(d)(2)) so that I may read them at this time, if I so choose.





I reaffirm that the previsions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody, that I will not communicate or transmit classified information to any unauthorized person or organization, that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.



NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies information. Solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated has been ferminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



# DEPARTMENT OF THE NAVY CHIEF OF NAVAL PERSONNEL 701 SOUTH COURTHOUSE ROAD ARLINGTON, VA 22204-2472

5370 N00L March 30, 2016

Colonel (6)(6)
Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

Bureau of Political-Military Affairs Department of State Washington, DC 20520

Colonel (b) (6) and (b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed employment of LTJG [10] is to serve as a Senior Program Manager with the Advanced Military Repair and Overhaul Center (AMROC) working in the United Arab Emirates (UAE). AMROC is presently a joint venture between Mubadala Aerospace, Sikorski Aviation and Lockheed Martin. The Mubadala shares in this venture will be transferred to the Emirates Defense Industry Company (EDIC), which is a private enterprise formed in the UAE. In his role, LTJG [10] will oversee various engineering programs to provide for the maintenance and repair of military aircraft.

LTJG request is forwarded for consideration by the Secretary of State. Please notify me of your decision so that I may advise him. If you have any questions, please contact my office at (703) 604-6010

CAPT, JAGC, USN Legal Counsel

Enclosure: 1. Foreign Employment Request Package, LTJG (6) (6) , USN (retired)

### MEMORANDUM FOR CNP

Ref: (a) 37 U.S.C. 908

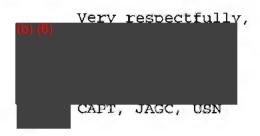
- (b) SECNAV ltr of 15 May 1981
- (c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) LTJG (1) Request for Foreign
Employment and Questionnaire with attachments

- 1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
- 2. The requested employment for LTJG 10.00 is to serve as a Senior Program Manager with the Advanced Military Repair and Overhaul Center (AMROC) working in the United Arab Emirates (UAE). AMROC is presently a joint venture between Mubadala Aerospace, Sikorski Aviation and Lockheed Martin. The Mubadala shares in this venture will be transferred to the Emirates Defense Industry Company (EDIC), which is a private enterprise formed in the UAE. In his role, LTJG 10.00 will oversee various engineering programs to provide for the maintenance and repair of military aircraft.
- 3. The proposed employment does not involve the transfer of technology. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.
- 4. Using the criteria established by SECNAV in reference (b), it is considered that the employment involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO LTJG USN (RET)

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.



Chief of Naval Personnel Decision:

Approved: 1 3/29/11

Disapproved:



Last Four Digits off SSN: xxx-xx-

Military Retirement Date: September 1, 2004

Rank at Retirement: O-2E

TO: Chief of Naval Personnel

Naval Personnel Command

Office of Legal Counsel (Pers-OOL) Naval Support Facility Arlington

701 South Courthouse Road, Room 4T035

Arlington, VA 22204

SUBJECT: Approval Request for Foreign Government Employment of Retired Navy Member REFERENCE: (a) U.S. Constitution, Article I, Section 9, Clause 8, *The Emoluments Clause* 

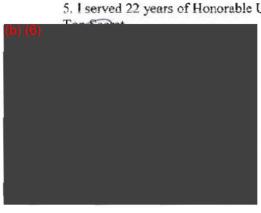
Encl: (1) AMMROC Job Description

(2) Completed SF 312

(3) Completed Foreign Government Employment Information Sheet

(4) Completed Foreign Government Employment Questionnaire

- 1. Admiral, this letter requests permission to accept employment with Advanced Military Maintenance Repair Overhaul Center (AMMROC) located in the United Arab Emirates (UAE).
- 2. AMMROC provides specialized military Maintenance Repair and Overhaul services for Southeast Asia, Middle East and North Africa regions. It is a joint venture between Mubadala Aerospace, Sikorski Aviation and Lockheed Martin. There will be a transfer of shares from Mubadala Aerospace to Emirates Defense Industry Company (EDIC) in the near future. EDIC is a private company and commercially-formed legal entity under UAE law. The legal test applied by the U.S. Department of Defense for finding foreign government ownership or control weighs heavily towards EDIC being treated as a foreign state for the purposes of the U.S. Emoluments clause.
- 3. My duty position title is Program Manager. My assigned duties include, but are not limited to those at Enclosure 1.
- 4. I will receive compensation for the duties performed with AMMROC in the form of a salary. I will not require an oath of allegiance to the Government of the United Arab Emirates.
- I served 22 years of Honorable U.S. Naval Service. The highest security clearance I attained was



# Foreign Government Employment Questionnaire

## Identification

Name (Last, First, Middle Initial): 60 (6)
Physical Address (also include mailing address, if different):
(b) (6)
Phone Number: (b) (6)
Military Retirement Effective Date: September 1, 2016
Rank/Rate (at retirement): Lieutenant Junior Grade (O-2E)
SSN (last four digits: XXX-XX
Location of proposed employment:
AMMROC .
P.O. Box 93443
Abu Dhabi, United Arab Emirates

# Questions (Please use additional sheets if necessary)

Who is your proposed employer and how are they connected to a foreign government?

ANSWER: I work at AMMROC (Advanced Military Maintenance, Repair and Overhaul Center) LLC in the UAE. I have been informed that AMMROC will transition in the near future and be under a new company, Emirates Defense Industries Company (EDIC) PJSC. EDIC has been formed as a single, integrated defense based platform for all UAE defense companies. EDIC is owned by the UAE and Abu Dhabi governments

2. What is your proposed job title?
ANSWER: Program Manager (Aviation Maintenance/Operations)

- 3. What will your duties involve? Attach job description, if available. ANSWER: See attached.
- 4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you will be working.

ANSWER: Yes, I will be paid for my duties in the form of a salary.

5. Are you a U.S. Citizen? ANSWER: Yes.

- 6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you will be working, alter your U.S. citizenship status or obtain foreign citizenship?
  ANSWER: I will not be required to execute an oath of allegiance to the UAE Government. I do not intend to alter my U.S. citizenship status. I do not intend to obtain foreign citizenship.
- 7. What is the highest U.S. security clearance that you have held? ANSWER: Tops Secret (TS)
- 8. What is the highest level of classified material to which you have been granted access?

ANSWER: Tops Secret (TS)

- Have you had access to Special Access Programs? ANSWER: No.
- 10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

- 11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

  ANSWER: No.
- 12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

ANSWER: Yes. I held positions as an Aviation Maintenance Mechanic and ascended through the Enlisted ranks, earning a commission as a Chief Warrant Officer (CWO2, CWO3) then a commission as a Limited Duty Officer (LDO, LTjg), all in Aviation Maintenance. These directly correlate to my position as a Human Capital Business Partner with AMMROC.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? ANSWER: When AMMROC transitions under EDIC I will have access to unclassified technical data and defense articles. This information will be used to provide maintenance and repair of military aircraft. AMMROC is a signatory to over 60 TAA's. AMMROC's subsidiary, AMMROC-US, LLC has recently submitted 20 TAA's for approval.

# Acknowledgement

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States.

I also acknowledge and understand that my retired or retainer pay may be held equal to the amount received from the foreign government if I accept employment before obtaining proper approval.

I affirm that the above questions have been reviewed carefully and answered fully to the best of my knowledge.

Date

# **Job Description**



1. ROLE DETAILS:	OLE DETAILS:	
Position title:	Program Manager - NOY (Attachments 008, 009, 013, and 014)	
Reports to:	SENIOR PROGRAM MANAGER - Program Management & Engineering	
Division:	Program Managament & Engineering (PME)	

### 2. ROLE PURPOSE:

Revision No.

Department or Program: | Program Management

0

To manage and oversee one or more programs which entail planning, executing, monitoring, controlling and implementing various activities in order to ensure the achievement of program objectives as per scope, cost, time and quality and AMMROC's contractual obligations.

3. ROLE DIMENSIONS	•	
Dimensions:	Role Dimensions:	TBD
	No. of Staff Supervised:	TBD

4.	KEY ACCOUNTABILITIES:	
	Description	Key Performance Indicators
Ma	Manage the effective achievement of Program Management objectives through the leadership of Program Management — setting individual objectives, managing performance, developing and motivating staff, provision of formal and informal feedback and appraisal — in order to maximise subordinate and the performance of the programs.	<ul> <li>Individual objectives, training and development plans in place for all direct reports within the timescales defined by the corporate Performance Management process</li> <li>Frequency of feedback &amp; appraisal meetings</li> </ul>
Bu	Prepare and recommend the Program Management budget and monitor financial performance versus the budget so that the business is aware of anticipated costs/revenues, and areas of unsatisfactory parformance are identified, rectified promptly and potential performance improvement opportunities are capitalised upon.	Budgets and plans are prepared timely and accurately in line with the annual budget parameters and timescales     Financial variance varsus budget
Po	Processes & Procedures  Recommend improvements to program policy and direct the implementation of procedures and controls covering all areas of Program Management activity so that all relevant procedural/legislative requirements are fulfilled while delivering a quality, cost-effective service to customers.	Compliance with procedural and legistative requirements     Effective communication of policies and procedures
Or •	rganisation Structure  Recommend an optimum organisation structure for the Program  Management group so that resources are optimally utilised and communication can take place in an efficient manner.	<ul> <li>Program group organisation structures are defined, approved in place and implemented</li> <li>Efficiency of the program group and delivery of outputs</li> </ul>
Pr	rogram Management  Work closely with and under the direction of the vice president in	Effective and accurate program/project charters and plans

coordinating and providing direction to in-country team executing transition and implementation activities.

Develop program management plans (PMPs).

Identify program objectives, required tools, equipment and manpower for the new platforms in coordination with relevant stakeholders in order to develop effective Program Management Plans (PMPs) and performance metrics.

Direct the development and management of metrics for reporting

and decision making.

 Develop, manage and monitor program budget with all relevant departments in order to ensure effective budget control.

 Develop and manage program risk, issue and opportunity plans and undertake mitigation action accordingly in order to minimize risks and issues, realize opportunities, and ensure that program objectives are met.

Ensure goals and objectives are achieved.

 Forge and maintain strategic relationships with various stakeholders in order to strengthen AMMROC's position.

Prepare presentations for executives and customers.

 Communicate status of activities, performance, risks and issues to both internal and external customers.

Ensure that the program objectives are aligned with the client KPIs outlined in the contract to meet client needs and expectations.

Define and direct the execution of the program/project goals.

Gather technology and demand requirements from key contacts, program managers and other responsible individuals within the UAE military, acquisition organizations and any other relevant agencies within the UAE.

Assist in the development and implementation of Performance Based Logistics (PBL) strategies in order to optimize total system.

availability and minimize cost.

 Direct the development and management of program/project budget and resource loading.

Direct the development of policies, processes and procedures.

 Facilitate and build strategic relationships between AMMROC and key military stakeholders.

Ensure alignment between AMMROC and military agenda.

 Provide input to company strategic plan to ensure company is positioned favourably to win opportunities and develop support solutions.

 Provide support to the business development team to develop sales tools, training tools, promotional materials and marketing support.

 Direct the development and implementation of PBL strategies optimizing total system availability and minimizing cost.

 Lead program teams and facilitate the communication and interaction amongst the functional responsibilities.

Act as the voice of the customer to translate customer needs to measurable AMMROC solutions.

Provide support to the Commercial team to develop business.

### Continuous Improvement

Stimulate subordinates and contribute to the identification of opportunities for continuous improvement of section systems, processes and practices taking into account international best practice, improvement of business processes, cost reduction and productivity improvement.

 Number and quality of improvements are in line with corporate expectations and implemented

Program budget variance

Stakeholder management

Commercial and business

development support

Effectiveness of PBL strategies

Alignment with client's strategies and

Risk miligation

contract KPIs

### MIS and Reports

 Supervise the preparation of timely and accurate departmental MiS statements and reports of AMMROC to meet company and department requirements, policies and standards.

### Safety, Quality & Environment

Ensure compliance to all relevant safety, quality and environmental management procedures and controls across the Export Compliance section to guarantee employee safety, legislative compliance, delivery of high quality products/service and a responsible environmental attitude.

- All group program MIS statements and reports are prepared timely and accurately and meet company policies and requirements
- Frequency of non-compliance with AS9110 standards, local legislation and company policies on Occupational Health & Safety (OH&S)

 Frequency of lost time incidents, safety incidents and near misses.

2

### Other Tasks

Any other reasonable request or work task as allocated by the Line Manager or other Senior Management.

· Tasks completed as requested

### 5. COMMUNICATIONS & WORKING RELATIONSHIPS:

### Internal;

 Program Management & Engineering, Maintenance Operations, Supply Chain Management, Information Technology, Technical Training, Facilities, Human Resource, Quality, Finance, Legal, Commercial

### External

Clients, Suppliers, OEMs

### 6. KNOWLEDGE, SKILLS & EXPERIENCE:

### Knowledge & Experience:

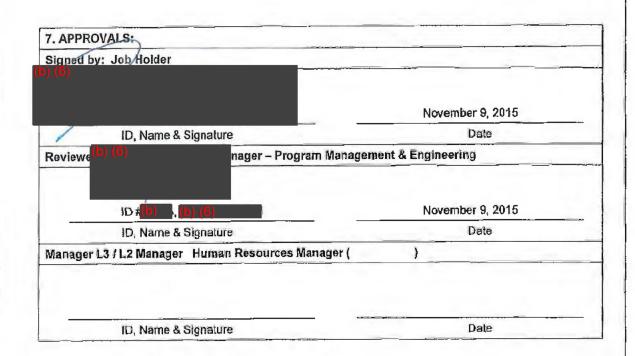
- Bachelor degree in Aviation, Engineering, Business or equivalent
- Minimum 15 years management experience; 5 years in project management
- Maintenance operations management experience
- Engineering experience
- Health, safety, environment and security experience
- · Aviation industry experience
- Project Management Certification preferred

### Skills:

- Strong leadership skills
- Very good communication skills
- Very good customer service skills
- Achievement orientation and result oriented skills
- Good problem solving skills
- Good tearnwork skills
- Ability to coach and develop employees
- Ability to adapt to changing operational goals and objectives
- Tenders and contracts management skills
- Facilities management skills
- Knowledge of procurement policies and procedures
- Technical and financial analysis skills
- Project Management skills
- Understanding of financial policies and procedures
- Inventory management skills

### English Language Communication Skills

IELTS Band Score of Minimum 6.5



### CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

### AN AGREEMENT BETWEEN

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- 6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. Lunderstand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- 8. Unless and until 1 am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time 1 am granted access to classified information, and at all times thereafter.
- Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise after the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise after the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistlebtower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistlebtower Protection Act of 1989 (governing disclosures of tilegality, waste, fraud , abuse or public health or safety threats); the Intelligence Identifies Protection Act of 1982 (60 U.S.C. 421 et eq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the Inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosure that may compromise the national security, including sections 641, 793, 794, 798, "952 and 1924 of title 18, United States Code, and "section 4(b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been enswered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001, 80(d)(2)) so that I may read them at this time, if I so choose.

'NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTSE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

N/A

JEN 6

WITNE	88	ACCE	PTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
)) (b) -	JAMAN (L	SIGNATURE (D) (D)	DAYE
NAME AND ADDRESS (Type or print)  (6)		NAME AND ADDRESS (Type or print) 701 S. Courthoun Rd Arlington, VA 22204	

I realfirm that the provisions of the explorage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made evaluable to me, that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (he woul) (strike out inappropriate word or words) received a security debriefing.

DATE

SECURITY DEBRIEFING ACKNOWLEDGEMENT

NOTICE: the Privacy Act, 6 U.S.C. 552a, requires that federal agencies inform monivarians, at the sme minimized so circles from ment, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Socurity Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to Identify you precisely when it is necessary to contrib that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, its voluntary, but feiture to do so may detay or prevent you being granted access to classified information.

SOCIAL SECURITY NUMBER (See Nation below)

# CDR USN DCNO N1 (USA)

From: yahoo.com> Sent: Monday, July 31, 2017 11:39 PM LNCS OPNAV N1, N00L To: Subject: [Non-DoD Source] (JULY 31, 2017) Greetings Hope all is well with you and the Team. This e-mail is to officially inform you: a) I resigned from my Program Manager position with AMMROC in Abu Dhabi this past July 22, am now home here in USA: b) Please stop, suspend all emolument procedures and FGE processing request. Thank you for all of your support. Regards, CellPh (Personal) On Mar 14, 2017, at 10:59 PM, SCPO OPNAV N1, N00L < @navy.mil> wrote: Sir: In reviewing the message history of your application, I show we sent this note last July. Did you reply to State as I don't show any notes after this date? Please advise. v/r**SCPO** ----Original Message---LNCS OPNAV N1, N00L From: Sent: Tuesday, July 26, 2016 11:03 AM To: (b) (c) @ammroc.ae Subject: FW: FGE Request Follow-up: LTJG Importance: High LTJG Please see the below note from State Dept. and the attached reference. Please provide an updated response and/or clarification to address their concern. Thank you. v/rLNCS ----Original Message--mailto: @state.gov]

From: